

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF RHODE ISLAND

NABIL RASHID :  
: Plaintiff, :  
: :  
: v. : C.A. No. 13-028M  
: :  
: MORTGAGE ELECTRONIC :  
: REGISTRATION SYSTEMS, INC. and :  
: CITIMORTGAGE, INC., :  
: :  
: Defendants. :  
:

**DECLARATION OF PETER A. LAWTON, ESQ. IN SUPPORT OF DEFENDANT  
CITIMORTGAGE, INC.'S MOTION FOR SUMMARY JUDGMENT**

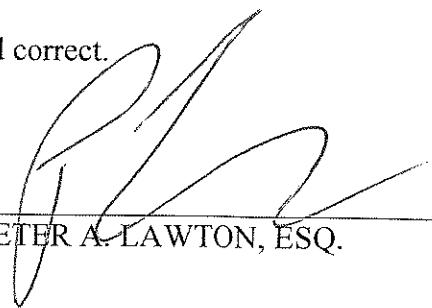
I, Peter A. Lawton, Esq. do declare and state that:

1. I make this declaration in support of the Motion for Summary Judgment of CitiMortgage, Inc. (“Defendant” or “CMI”) in the above-captioned matter. I hold the position of associate attorney in the foreclosure department of the law firm of Marinosci Law Group, P.C. (“Marinosci”), which is a professional corporation. I have had this position since December 2010 and at all times relevant to this action. The information in this declaration is taken from my own personal knowledge and from Marinosci’s business records, which I have reviewed, which include physical and electronic records of loan activity, events and transactions. Marinosci maintains these records in its regular course of business in its capacity as foreclosure counsel for CMI, and entries thereto are made at or shortly after the occurrence of the recorded event.
2. I make this declaration voluntarily.
3. CMI retained Marinosci to conduct a foreclosure of real property located at 65 Lauren Court, Cranston, Rhode Island 02921 (the “Property”), owned by Plaintiff.

4. I, acting on CMI's behalf, caused a *Notice of Intent to Foreclose Mortgage* concerning the Property to be sent to Plaintiff concerning the Property on or about August 6, 2012. A copy of that *Notice of Intent to Foreclose Mortgage* is attached hereto as Exhibit B-1.
5. I, acting on CMI's behalf, caused a letter containing notice of acceleration of the relevant promissory note (the "Note") concerning the Property to be sent to Plaintiff on or about August 6, 2012. A copy of that letter is attached hereto as Exhibit B-2.
6. I, acting on CMI's behalf, caused a *Notice of Mortgagee's Sale* concerning the Property to be sent to Plaintiff by certified mail on or about November 27, 2012. A copy of that *Notice of Mortgagee's Sale* is attached hereto as Exhibit B-3.
7. I, acting on CMI's behalf, caused the publication of the notice of the foreclosure auction concerning the Property in the Providence Journal newspaper for weeks beginning with the dates December 27, 2012, January 3, 2013, and January 10, 2013. A reproduction copy of those publications are attached hereto as Exhibit B-4.
8. The foreclosure auction scheduled concerning the Property for January 17, 2013, was cancelled on or about January 16, 2013.

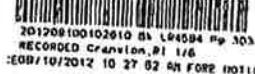
Pursuant to 28 U.S.C. § 1746, I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on May 16, 2014



PETER A. LAWTON, ESQ.

# **EXHIBIT B-1**



GARY D. MARINOSCI, ESQ.  
Admitted in RI & MA

BART HEFFERNAN, ESQ.  
Admitted to PL

AMANDA W. TIBRAN, ESQ.  
Admitted to CT

CHAD A. MORRONE, ESQ.  
Admitted in MA

BRIAN M. KISER, ESQ.  
Admitted in RI & MA

STEVEN M. AUTIERI, ESQ.  
Admitted in RI & MA

August 6, 2012

**NOTICE OF INTENT TO FORECLOSE MORTGAGE**

Nabil Rashid  
65 Lauren Court  
Cranston, RI 02921

Re: 65 Lauren Court  
Cranston, RI  
Loan No.:  
Parcel ID: Plat 28 Lot 105  
MLG File No.: 12-07223FC

Dear Nabil Rashid:

This firm serves as legal counsel to CitiMortgage, Inc. (the "Lender"), current holder of a mortgage given by Nabil Rashid to Mortgage Electronic Registration Systems, Inc. dated March 30, 2009 (the "Mortgage"), encumbering certain real property and improvements thereon located at 65 Lauren Court, Cranston, RI 02921, which secures a certain promissory note (the "Note") executed by Nabil Rashid; together with the Mortgage and all other documents executed in connection therewith, the ("Loan Documents") of the same date.

Please be advised that the Note is in default for breach of the conditions contained in the Loan Documents, including your failure to make monthly payments due under the Note.

You are hereby notified that in accordance with the R.I. General Laws Chapters 34-27-3.1 through 34-27-4(b) and Cranston City Ordinances 8-49-10 through 8-49-50, it is the intention of the Lender to foreclose by sale under the Power of Sale that certain Mortgage Deed made and executed by Nabil Rashid to Mortgage Electronic Registration Systems, Inc. dated March 30, 2009 and recorded in Book 4028 at Page 63, et seq., with the Records of Land Evidence of the City of Cranston, County of Providence, State of Rhode Island, the conditions of said Mortgage Deed having been broken.

For your information, enclosed please find the Notice of Default and Mortgagee's Right to Foreclose and Notice of Availability of Mortgage Counseling Services form. Please be advised that if you have not contacted and entered into an approved Housing Counseling Agency program in the State of Rhode Island and our office has not been properly notified within 60 days from the date of this letter, the Lender may proceed with foreclosure of the Mortgage on or after October 6, 2012. The Lender may also be entitled to all reasonable costs, expenses and fees incurred by the Lender in pursuing its remedies including, but not limited to, reasonable attorney's fees.

1350 Division Road Suite 301, West Warwick, RI 02893  
100 West Cypress Creek Road Suite 1045, Fort Lauderdale, Florida 33309

Phone (401) 234-9200 Facsimile (401) 398-2594  
Phone: (954) 644-8704 Facsimile (954) 333-3854



Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt and will mail you a copy of such verification.

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

### **AVISO DE INTENCIÓN DE HIPOTECA CERRAR**

Esta oficina sirve como asesor legal de CitiMortgage, Inc. (el "Prestamista") actual titular de una hipoteca dada por Nabil Rashid a Mortgage Electronic Registration Systems, Inc. con una fecha de March 30, 2009 (el "Hipoteca"), gravar determinados bienes inmuebles y mejoras respecto situado en 65 Lauren Court, Cranston, RI 02921, que asegura un pagaré determinados (the "Nota") ejecutado por Nabil Rashid; junto con la hipoteca y todos los demás documentos ejecutados en relación con ella, los ("Documentos de Préstamo") de la misma fecha.

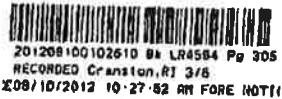
Por favor, tenga en cuenta que la nota se encuentra en mora por incumplimiento de las condiciones que figuran en los documentos del préstamo, incluyendo su falta de hacer los pagos mensuales debido en virtud de la Nota.

Presente se le notifica que, de conformidad con los Capítulos de las Leyes Generales de RI 34-27-3.1 hasta 34-27-4(b) y Ordenanzas de la Ciudad de Cranston 8-49-10 through 8-49-50, que es la intención del prestamista para excluir de la venta bajo el poder de venta que hipoteca determinadas Escritura redactado y ejecutado por la Nabil Rashid a Mortgage Electronic Registration Systems, Inc. con una fecha de March 30, 2009 y registrado en el libro 4028, en la página 63, et seq., con los registros de datos federado de la ciudad de Cranston, Condado de Providence, Estado de Rhode Island, las condiciones de dicha hipoteca Escritura de haber sido roto.

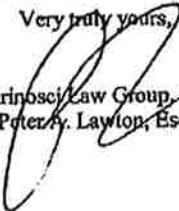
Para su información, adjunto sírvase encontrar la notificación de incumplimiento y el derecho de excluir hipotecario y el Aviso de Disponibilidad de hipoteca forma Counseling Services. Tenga en cuenta que si no se ha contactado y entró a una aprobación del Programa de Vivienda agencia de asesoría en el Estado de Rhode Island y nuestra oficina no ha sido debidamente notificada en el plazo de 60 días desde la fecha de esta carta, el prestamista puede proceder a la exclusión de la hipotecarios a partir del October 6, 2012. El prestamista también puede tener derecho a todos los costes razonables, gastos y honorarios incurridos por la entidad crediticia en el ejercicio de sus recursos, incluyendo pero no limitado a, los honorarios razonables de abogado.

A menos que usted notifique a esta oficina dentro de los 30 días después de recibir esta notificación que disputa la validez de la deuda o cualquier porción del mismo, esta oficina asumirá la deuda es válido. Si a esta oficina por escrito dentro de 30 días desde la recepción de esta notificación, esta oficina de obtener la verificación de la deuda y le enviará por correo una copia de dicha verificación.

Este es un intento de cobrar una deuda. Toda la información obtenida se utilizará para tal fin.



Very truly yours,

  
Marinosci Law Group, P.C.  
Peter V. Lawton, Esq.

PAL/jh

Certified Mail/RRR  
and Regular Mail



FORM 34-27-3.1

**NOTICE OF DEFAULT AND MORTGAGEE'S RIGHT TO FORECLOSE AND  
NOTICE OF AVAILABILITY OF MORTGAGE COUNSELING SERVICES**

This Notice is provided to you to inform you of the protections provided by R.I. Gen. Laws § 34-27-3.1 of The Rhode Island Mortgage Foreclosure and Sale Act.

**NOTICE OF DEFAULT AND MORTGAGEE'S RIGHT TO FORECLOSE**

Re:

The mortgagee named below ("Mortgagee") hereby notifies you that you are in default on your mortgage. If you fail to remedy this default, Mortgagee has the right to foreclose on the real estate securing the mortgage loan referenced in this Notice.

**NOTICE OF AVAILABILITY OF MORTGAGE COUNSELING SERVICES**

Housing counseling services are available to you at no cost. Counseling services that can help you understand your options and provide resources and referrals that may assist you in preventing foreclosure are available from mortgage counseling agencies approved by the United States Department of Housing and Urban Development (HUD). You can locate a HUD-approved mortgage counseling agency by calling HUD's toll-free telephone number, 1-800-569-4287, or by accessing HUD's Internet homepage at [www.hud.gov](http://www.hud.gov). The TDD number is 1-800-877-8339. Foreclosure prevention counseling services are available free of charge through HUD's Housing Counseling Program.

**HUD Approved Housing Counseling Agencies in Rhode Island** may be found at this link  
<http://www.hud.gov/offices/hsg/sfu/hcc/bcs.cfm?&wcbListAction=search&searchstate=RI>. If you do not have Internet access, call the toll-free number above and request a printed list.

Mortgagee: CitiMortgage, Inc.

Mortgagee Address:

Street: 8200 Jones Branch Drive

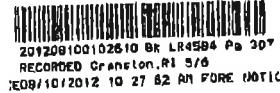
City, State, Zip Code: McLean, VA 22102-3110

Mortgagee Authorized Representative: Marinosci Law Group, P.C. Date mailed: 08/06/2012

Contact Information for Mortgagee Authorized Representative:

Telephone: 401-234-9200

Email:



**FORMULARIO 34-27-3.1**

**AVISO DE MORA Y DERECHO DEL ACREDOR HIPOTECARIO A EJECUTAR LA  
HIPOTECA Y NOTIFICACIÓN DE DISPONIBILIDAD DE SERVICIOS DE  
ORIENTACIÓN HIPOTECARIA**

Se le proporciona esta notificación para informarle acerca del amparo que ofrecen las Leyes Generales de Rhode Island § 34-27-3.1 de *The Rhode Island Mortgage Foreclosure and Sale Act* (Ley sobre Ejecución de Hipotecas y Remates de Rhode Island).

**AVISO DE MORA Y DERECHO DEL ACREDOR HIPOTECARIO A EJECUTAR LA  
HIPOTECA**

Asunto:

Por medio del presente el acreedor hipotecario indicado abajo ("Acreedor hipotecario") le notifica que su hipoteca está morosa. Si no puede solventar la situación, el Acreedor hipotecario tiene el derecho de ejecutar la hipoteca del inmueble que avala el préstamo hipotecario al cual se alude en el presente aviso.

**NOTIFICACIÓN DE DISPONIBILIDAD DE SERVICIOS DE ORIENTACIÓN IPOTECARIA**

Se encuentran a disposición servicios de orientación sobre vivienda sin costo adicional. Los servicios de orientación pueden ayudarle a comprender las opciones de las que dispone, así como también ofrecerle recursos y referencias que podrían contribuir a evitar la ejecución de la hipoteca. Dichos servicios los ofrecen agencias de orientación hipotecaria aprobadas por el *United States Department of Housing and Urban Development* (Departamento de Vivienda y Desarrollo Urbano de EE.UU., HUD, por sus siglas en inglés). Puede localizar agencias de orientación hipotecaria aprobadas por HUD llamando al número gratuito de dicho departamento al 1-800-569-4287, o ingresando a la página en Internet de HUD [www.hud.gov](http://www.hud.gov). El número del dispositivo de comunicación para sordos (TDD, por sus siglas en inglés) es 1-800-877-8339. Los servicios de orientación para prevenir la ejecución de hipotecas se ofrecen sin costo alguno mediante el Programa de Orientación para la Vivienda de HUD.

Agencias de asesoría aprobadas por el Departamento de Vivienda y Desarrollo Urbano en Rhode Island pueden ser encontradas en este lugar.  
<http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm?&webListAction=search&searchstate=RJ>. Si usted no tiene acceso a internet, llame a la línea de teléfono gratuita que aparece arriba para solicitar una lista impresa.

Acreedor hipotecario: CitiMortgage, Inc.  
Dirección del Acreedor hipotecario:

Calle: 8200 Jones Branch Drive  
Ciudad, estado, código postal: McLean, VA 22102-3110

Representante autorizado del Acreedor hipotecario: Marinosci Law Group, P.C.  
Fecha de envío por correo: 08/06/2012

Información de contacto del representante autorizado del Acreedor hipotecario:  
Teléfono: 401-234-9200  
Correo electrónico:

20120810G5/02610 By LP4584 #p 308  
RECORDED Granville MI 616  
08/13/2012 10:27:52 AM FORC L0112

INADVERTENTLY  
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# **EXHIBIT B-2**



GARY D. MARINOSCI, ESQ.  
Admitted in RI & MA

BART HEFFERNAN, ESQ.  
Admitted in FL

AMANDA W. TIERNAN, ESQ.  
Admitted in CT

CHAD A. MORRONE, ESQ.  
Admitted in MA

BRIAN M. KISER, ESQ.  
Admitted in RI & MA

STEVEN M. AUTIERI, ESQ.  
Admitted in NH & MA

August 6, 2012

91 7199 9991 7032 1348 5458

Nabil Rashid  
65 Lauren Court  
Cranston, RI 02921

Re: 65 Lauren Court  
Cranston, Rhode Island  
Loan No.:  
MLG File No.: 12-07223FC

Dear Nabil Rashid:

Please be advised that this office represents CitiMortgage, Inc., (the "Lender"), current holder of that certain mortgage given by Nabil Rashid to Mortgage Electronic Registration Systems, Inc. dated March 30, 2009 (the "Mortgage"), encumbering certain real property and improvements thereon located at 65 Lauren Court, Cranston, Rhode Island, which secures that certain promissory note (the "Note") executed by Nabil Rashid.

Please be advised that the Note is in default for breach of the conditions contained in the Loan Documents, including your failure to make monthly payments due under the Note. The Lender does hereby elect to accelerate said Note and declares the entire balance due and payable forthwith and without further notice.

As of the date of this letter, the amount secured under the mortgage loan is \$422,489.78. Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write or call the undersigned.

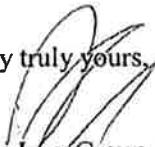
Notwithstanding any acceleration, you may have the right to reinstate the Mortgage, under the conditions stated therein, by paying to us all sums which would then be due under the Note and Mortgage had no acceleration occurred, plus outstanding attorneys' fees and other reasonable costs of proceedings which have been incurred as of the date of such payment. Also, you may assert through court action the nonexistence of a default or any other defense you may have to acceleration and sale of the property.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt and will mail you a copy of such verification.

Furthermore, you are hereby notified of our intention to foreclose by sale under power of sale contained in the Mortgage for your failure to pay the principal and interest due under the Promissory Note, payment of which was a condition of the Mortgage.

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Very truly yours,

  
Marinosci Law Group, P.C.  
Peter Lawton, Esq.

PAL/jh

Certified Mail/RRR  
and Regular Mail

# **EXHIBIT B-3**

**NOTICE OF MORTGAGEE'S SALE**

65 Lauren Court  
Cranston, Rhode Island  
Assessor's Plat 28 Lot 105

Will be sold, subject to any and all prior liens and encumbrances, at public auction on January 17, 2013 at 2:00 p.m. Local Time, on the premises by virtue of the Power of Sale contained in the certain Mortgage Deed made and executed by Nabil Rashid dated March 30, 2009 and recorded in Book 4028 at Page 63, et seq. with the Records of Land Evidence of the City of Cranston, County of Providence, State of Rhode Island, the conditions of said Mortgage Deed having been broken. FIVE THOUSAND DOLLARS (\$5,000.00) down payment in cash, bank check or certified check at time of sale; other terms will be announced at time of sale.

Marinosci Law Group, P.C.  
1350 Division Road, Suite 301  
West Warwick, RI 02893  
Attorney for the present  
Holder of the Mortgage  
MLG File # 12-07223FC

[REDACTED]

---

GARY D. MARINOSCI, ESQ.  
Admitted in RI & MA

BART HEFFERNAN, ESQ.  
Admitted in FL

AMANDA W. TIERNAN, ESQ.  
Admitted in CT

CHAD A. MORRONE, ESQ.  
Admitted in MA

BRIAN M. KISER, ESQ.  
Admitted in RI & MA

STEVEN M. AUTIERI, ESQ.  
Admitted in NH & MA

November 27, 2012

Nabil Rashid  
65 Lauren Court  
Cranston, RI 02921

91 7199 9991 7032 7089 1520

Nabil Rashid  
P.O. Box 14459  
East Providence, RI 02914

Re: 65 Lauren Court  
Cranston, Rhode Island  
Loan No.:

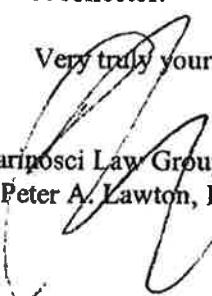
Dear Nabil Rashid:

As you are aware, this office has been retained by CitiMortgage, Inc., in connection with the mortgage loan on the above-referenced property.

I have enclosed a copy of a mortgagee's notice of foreclosure sale, which indicates that the above-referenced property is to be sold at a foreclosure sale to be held at the time and place set forth therein. This notice will be published weekly in the Providence Journal beginning on or about December 27, 2012. I have also enclosed a copy of R.I.G.L § 34-27-4(d) for your reference pursuant to R.I.G.L § 34-27-4(c).

This communication is from a debt collector.

Very truly yours,

  
Marinosci Law Group, P.C.  
Peter A. Lawton, Esq.

PAL/jh  
Enclosures  
Certified Mail/RRR  
and Regular Mail

**A servicemember on active duty or deployment or who has recently ceased such duty or deployment has certain rights under subsection 34-27-4(d) of the Rhode Island general laws set out below. To protect your rights if you are such a servicemember, you should give written notice to the servicer of the obligation or the attorney conducting the foreclosure, prior to the sale, that you are a servicemember on active duty or deployment or who has recently ceased such duty or deployment. This notice may be given on your behalf by your authorized representative. If you have any questions about this notice, you should consult with an attorney.**

**R.I.G.L. § 34-27-4(d):**

**(d) Foreclosure sales affecting servicemembers.**

(1) The following definitions shall apply to this subsection and to subsection (c):

- (i) "Servicemember" means a member of the army, navy, air force, marine corps, or coast guard and members of the national guard or reserves called to active duty.
- (ii) "Active duty" has the same meaning as the term is defined in 10 U.S.C. sections 12301 through 12304. In the case of a member of the national guard, or reserves "active duty" means and includes service under a call to active service authorized by the president or the secretary of defense for a period of time of more than thirty (30) consecutive days under 32 U.S.C. section 502(f), for the purposes of responding to a national emergency declared by the president and supported by federal funds.

(2) This subsection applies only to an obligation on real and related personal property owned by a service member that:

- (i) Originated before the period of the servicemember's military service or 1 in the case of a member of the national guard or reserves originated before being called into active duty and for which the servicemember is still obligated; and
- (ii) Is secured by a mortgage or other security in the nature of a mortgage.

(3) Stay of right to foreclose by mortgagee. – Upon receipt of written notice from the mortgagor or mortgagor's authorized representative that the mortgagor is participating in active duty or deployment or that the notice as provided in subsection (c) was received within nine (9) months of completion of active duty or deployment, the mortgagee shall be barred from proceeding with the execution of sale of the property as defined in the notice until such nine (9) month period has lapsed or until the mortgagee obtains court approval in accordance with subdivision (d)(5) below.

(4) Stay of proceedings and adjustment of obligation. – In the event a mortgagee proceeds with foreclosure of the property during, or within nine (9) months after a servicemember's period of active duty or deployment notwithstanding receipt of notice contemplated by subdivision (d)(3) above, the servicemember or his or her authorized representative may file a petition against the mortgagee seeking a stay of such foreclosure, after a hearing on such petition, and on its own motion, the court may:

- (i) Stay the proceedings for a period of time as justice and equity require; or
- (ii) Adjust the obligation as permitted by federal law to preserve the interests of all parties.

(5) Sale or foreclosure. – A sale, foreclosure or seizure of property for a breach of an obligation of a servicemember who is entitled to the benefits under subsection (d) and who provided the mortgagee with written notice permitted under subdivision (d)(3) shall not be valid if made during, or within nine (9) months after, the period of the servicemember's military service except:

- (i) Upon a court order granted before such sale, foreclosure or seizure after hearing on a petition filed by the mortgagee against such servicemember; or
- (ii) If made pursuant to an agreement of all parties.

(6) Penalties. – A mortgagee who knowingly makes or causes to be made a sale, foreclosure or seizure of property that is prohibited by subsection (d)(3) shall be fined the sum of one thousand dollars (\$1,000), or imprisoned for not more than one year, or both. The remedies and rights provided hereunder are in addition to and do not preclude any remedy for wrongful conversion otherwise available under law to the person claiming relief under this section, including consequential and punitive damages.

(7) Any petition hereunder shall be commenced by action filed in the 1 superior court for the county in which the property subject to the mortgage or other security in the nature of a mortgage is situated. Any hearing on such petition shall be conducted on an expedited basis following such notice and/or discovery as the court deems proper.

GARY D. MARINOSCI, ESQ.  
Admitted in RI & MA

BART HEFFERNAN, ESQ.  
Admitted in FL

AMANDA W. TIERNAN, ESQ.  
Admitted in CT

CHAD A. MORRONE, ESQ.  
Admitted in MA

BRIAN M. KISER, ESQ.  
Admitted in RI & MA

STEVEN M. AUTIERI, ESQ.  
Admitted in NH & MA

November 27, 2012

Nabil Rashid  
65 Lauren Court  
Cranston, RI 02921

Nabil Rashid  
P.O. Box 14459  
East Providence, RI 02914

71 7199 9991 7032 7089 1537

Re: 65 Lauren Court  
Cranston, Rhode Island  
Loan No.:

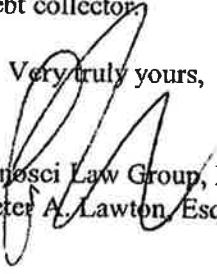
Dear Nabil Rashid:

As you are aware, this office has been retained by CitiMortgage, Inc., in connection with the mortgage loan on the above-referenced property.

I have enclosed a copy of a mortgagee's notice of foreclosure sale, which indicates that the above-referenced property is to be sold at a foreclosure sale to be held at the time and place set forth therein. This notice will be published weekly in the Providence Journal beginning on or about December 27, 2012. I have also enclosed a copy of R.I.G.L § 34-27-4(d) for your reference pursuant to R.I.G.L § 34-27-4(c).

This communication is from a debt collector.

Very truly yours,

  
Marinosci Law Group, P.C.  
Peter A. Lawton, Esq.

PAL/jh  
Enclosures  
Certified Mail/RRR  
and Regular Mail

**A servicemember on active duty or deployment or who has recently ceased such duty or deployment has certain rights under subsection 34-27-4(d) of the Rhode Island general laws set out below. To protect your rights if you are such a servicemember, you should give written notice to the servicer of the obligation or the attorney conducting the foreclosure, prior to the sale, that you are a servicemember on active duty or deployment or who has recently ceased such duty or deployment. This notice may be given on your behalf by your authorized representative. If you have any questions about this notice, you should consult with an attorney.**

**R.I.G.L. § 34-27-4(d):**

**(d) Foreclosure sales affecting servicemembers.**

(1) The following definitions shall apply to this subsection and to subsection (c):

- (i) "Servicemember" means a member of the army, navy, air force, marine corps, or coast guard and members of the national guard or reserves called to active duty.
- (ii) "Active duty" has the same meaning as the term is defined in 10 U.S.C. sections 12301 through 12304. In the case of a member of the national guard, or reserves "active duty" means and includes service under a call to active service authorized by the president or the secretary of defense for a period of time of more than thirty (30) consecutive days under 32 U.S.C. section 502(f), for the purposes of responding to a national emergency declared by the president and supported by federal funds.

(2) This subsection applies only to an obligation on real and related personal property owned by a service member that:

- (i) Originated before the period of the servicemember's military service or 1 in the case of a member of the national guard or reserves originated before being called into active duty and for which the servicemember is still obligated; and
- (ii) Is secured by a mortgage or other security in the nature of a mortgage.

(3) Stay of right to foreclose by mortgagee. – Upon receipt of written notice from the mortgagor or mortgagor's authorized representative that the mortgagor is participating in active duty or deployment or that the notice as provided in subsection (c) was received within nine (9) months of completion of active duty or deployment, the mortgagee shall be barred from proceeding with the execution of sale of the property as defined in the notice until such nine (9) month period has lapsed or until the mortgagee obtains court approval in accordance with subdivision (d)(5) below.

(4) Stay of proceedings and adjustment of obligation. – In the event a mortgagee proceeds with foreclosure of the property during, or within nine (9) months after a servicemember's period of active duty or deployment notwithstanding receipt of notice contemplated by subdivision (d)(3) above, the servicemember or his or her authorized representative may file a petition against the mortgagee seeking a stay of such foreclosure, after a hearing on such petition, and on its own motion, the court may:

- (i) Stay the proceedings for a period of time as justice and equity require; or
- (ii) Adjust the obligation as permitted by federal law to preserve the interests of all parties.

(5) Sale or foreclosure. – A sale, foreclosure or seizure of property for a breach of an obligation of a servicemember who is entitled to the benefits under subsection (d) and who provided the mortgagee with written notice permitted under subdivision (d)(3) shall not be valid if made during, or within nine (9) months after, the period of the servicemember's military service except:

- (i) Upon a court order granted before such sale, foreclosure or seizure after hearing on a petition filed by the mortgagee against such servicemember; or
- (ii) If made pursuant to an agreement of all parties.

(6) Penalties. – A mortgagee who knowingly makes or causes to be made a sale, foreclosure or seizure of property that is prohibited by subsection (d)(3) shall be fined the sum of one thousand dollars (\$1,000), or imprisoned for not more than one year, or both. The remedies and rights provided hereunder are in addition to and do not preclude any remedy for wrongful conversion otherwise available under law to the person claiming relief under this section, including consequential and punitive damages.

(7) Any petition hereunder shall be commenced by action filed in the 1 superior court for the county in which the property subject to the mortgage or other security in the nature of a mortgage is situated. Any hearing on such petition shall be conducted on an expedited basis following such notice and/or discovery as the court deems proper.

# EXHIBIT B-4

Publication: Providence Journal; Date: Dec 27, 2012; Section: Sports; Page: C7



## LEGALS

**MORTGAGEE'S  
NOTICE OF SALE  
OF REAL ESTATE  
15 HARWOOD STREET,  
CRANSTON, RI02910**

The premises described in the mortgage will be sold subject to all encumbrances and prior liens on January 14, 2013 at 12:00 PM on the premises, by virtue of the power of sale contained in a mortgage by Barbara S. Angelone-Poulin dated July 25, 2005 and recorded in the Cranston Land Evidence Records in Book 3087 Page 319, the conditions of said mortgage having been broken.

**TERMS OF SALE:** A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check or bank treasurer's check will be required to be delivered at or before the time the bid is offered. The description of the premises contained in said mortgage shall control in the event of an error in this publication. Other terms will be announced at the sale.

**ORLANS MORAN PLLC**  
Attorney for the Present  
Holder of the Mortgage  
P.O. Box 952169  
Boston, MA 02196  
Phone: (617) 502-4100  
514.0533

**NOTICE OF  
MORTGAGEE'S SALE  
59 Veazie Street,  
Providence, Rhode Island  
Assessor's Plat 123  
Lots 9 & 10**

Will be sold, subject to any and all prior liens and encumbrances, at public auction on January 17, 2013 at 1:00PM Local Time, on the premises by virtue of the Power of Sale contained in the certain Mortgage Deed made and executed by Robert J. Plumer and Jessica Plumer, dated March 19, 2004 and recorded in Book 6419 at Page 194, et seq., with the Records of Land Evidence of the City of Providence, County of Providence, State of Rhode Island, the conditions of said Mortgage Deed having been broken.

FIVE THOUSAND DOL-  
LARS (\$5,000.00) down pay-  
ment in cash, bank check or  
certified check at the time of  
sale; other terms will be an-  
nounced at time of sale.

Marinosci Law Group, P.C.,  
1350 Division Road,  
Suite 301,  
West Warwick, RI 02893  
Attorney for the present  
Holder of the Mortgage  
MLG File #12-10713FC,  
1005157,  
12/27, 1/3, 01/10/2013

**NOTICE OF  
MORTGAGEE'S SALE  
65 Lauren Court Cranston,  
Rhode Island Assessor's  
Plat 28 Lot 105**

Will be sold, subject to any and all prior liens and encumbrances, at public auction on January 17, 2013 at 7:00 p.m.

**NOTICE OF  
MORTGAGEE'S SALE  
183 Carpenter Road  
Seituate, Rhode Island**

The premises described in the mortgage will be sold, subject to all encumbrances, prior liens and such matters which may constitute valid liens or encumbrances after sale, at public auction on January 3, 2013 at 12:00 p.m., on the premises by virtue of the power of sale in said mortgage made by Joseph Franco and Jacqueline Franco, dated December 21, 2006, and recorded in the Seitarue, RI Land Evidence Records in Book 348 at Page 192, the conditions of said mortgage having been broken.

\$5,000.00 in cash, certified or bank check required to bid. Other terms to be announced at the sale.

**SHECHTMAN HALPERIN  
SAVAGE, LLP**  
1080 Main Street  
Pawtucket, Rhode Island  
Attorney for the present  
Holder of the Mortgage  
(5517636) (Franco)  
(12-13-12, 12-20-12,  
12-27-12) (294765)

**MORTGAGEE'S SALE  
118 Gallatin Street  
Providence, RI  
Plat 52, Lot 277**

The premises described in the mortgage will be sold subject to all encumbrances and prior liens on January 10, 2013, at 11:00 a.m. on the premises, by virtue of the power of sale contained in a mortgage by Wayne G. Holland, aka Wayne Holland and Cledia D. Holland dated November 27, 2009 and recorded in the Providence Land Evidence Records in Book 9603, Page 307, as affected by a Judgment recorded with said Records in Book 10406, Page 277, the conditions of said mortgage having been broken.

\$5,000.00 in cash, certified or bank check is required to bid. Other terms will be announced at the sale.

**HARMON LAW OFFICES,  
P.C.**  
Attorney for the Holder  
of the Mortgage  
150 California Street  
Newton, MA 02458  
(617) 538-0300  
201104-1236 - YEL

**NOTICE OF  
MORTGAGEE'S SALE  
17-19 Denison Street  
Providence, Rhode Island**

The premises described in the mortgage will be sold, subject to all encumbrances, prior liens and such matters which may constitute valid liens or encumbrances after sale, at public auction on January 10, 2013 at 1:00 p.m., on the premises by virtue of the power of sale in said mortgage made by Stanley J. Kuzel, Jr., dated December 1, 2005, and recorded in the Providence, RI Land Evidence Records in Book 7741 at Page 167.

## Article - Legals

Local Time, on the premises by virtue of the Power of Sale contained in the certain Mortgage Deed made and executed by Nabil Rashid dated March 30, 2009 and recorded in Book 4028 at Page 63, et seq, with the Records of Land Evidence of the City of Cranston, County of Providence, State of Rhode Island, the conditions of said Mortgage Deed having been broken.

FIVE THOUSAND DOLLARS (\$5,000.00) down payment in cash, bank check or certified check at time of sale; other terms will be announced at time of sale.

Marnosci Law Group, P.C.  
1350 Division Road,  
Suite 301  
West Warwick, RI 02893  
Attorney for the present  
Holder of the Mortgage  
MLG File# 12-0722FC  
A-4334232 12/27/2012,  
01/03/2013, 01/10/2013

**MORTGAGEE'S SALE**  
**ASSESSOR'S PLAT #28**  
**AND LOT #1030**

16 Albro Street  
Providence, Rhode Island  
The premises described in the mortgage will be sold subject to all encumbrances and prior liens on December 18, 2012 at 10:30 am on the premises by virtue of the Power of Sale in said mortgage made by Raymond Dicarlo dated October 6, 2003, and recorded in Book 6141 at Page 90, et seq, of the Providence Land Evidence Records, the conditions of said mortgage having been broken:

\$5,000.00 in cash, bank check or certified check at time of sale is required to bid; other terms will be announced at time of sale.

Bennett & McHugh, P.C.  
270 Farmington Avenue,  
Ste. 151  
Farmington, CT 06032  
Attorney for the present  
Holder of the Mortgage

AT THE ABOVE TIME  
AND PLACE, THE SALE  
WAS CONTINUED TO  
JANUARY 18, 2013 AT 1:30  
P.M. LOCAL TIME ON THE  
PREMISES.

**MORTGAGEE'S SALE**  
**36 Madison Street**  
**Providence, Rhode Island**

The premises described in the mortgage will be sold subject to all encumbrances and prior liens on January 4, 2013, at 11:00AM, on the premises, by virtue of the power of sale in said mortgage made by Michael A. Chamberlain, dated March 26, 2007, and recorded in the City of Providence Land Evidence Records, in Book 8612, Page 93, the conditions of the mortgage having been broken.

\$5,000.00 in cash, certified or bank check required to bid. Other terms will be announced at the sale.

PARTRIDGE SNOW  
& HAHN LLP  
Attorneys for the Mortgagee  
2364 Post Road, Suite 100

conditions of said mortgage having been broken.

\$5,000.00 in cash, certified or bank check required to bid. Other terms to be announced at the sale.

SHECHTMAN HALPERIN  
SAVAGE, LLP  
1080 Main Street  
Pawtucket, Rhode Island  
Attorney for the present  
Holder of the Mortgage  
(6006250) (Kuziel)  
(12-20-12, 12-27-12,  
01-03-13) (294930)

**MORTGAGEE'S SALE**

10 Warwick Street  
East Providence, RI  
Map 306 Parcel 12 Unit 2

The premises described in the mortgage will be sold subject to all encumbrances and prior liens on January 11, 2013 at 4:00 p.m. on the premises, by virtue of the power of sale contained in a mortgage by Matthew D. Doucet and Michelle L. Acosta dated September 28, 2007 and recorded in the East Providence Land Evidence Records in Book 2890, Page 155, the conditions of said mortgage having been broken.

\$5,000.00 in cash, certified or bank check is required to bid. Other terms will be announced at the sale.

HARMON LAW OFFICES,  
P.C.  
Attorney for the Holder  
of the Mortgage  
150 California Street  
Newton, MA 02458  
(617) 558-0500  
201208-1490 - GRY

**NOTICE OF  
MORTGAGEE'S SALE**

66 Robert Circle  
Cranston, Rhode Island

The premises described in the mortgage will be sold, subject to all encumbrances, prior liens and such matters which may constitute valid liens or encumbrances after sale, at public auction on January 3, 2013 at 11:00 a.m., on the premises by virtue of the power of sale in said mortgage made by Jonathan E. Williams, dated July 16, 2007, and recorded in the Cranston, RI Land Evidence Records in Book 3710 at Page 25, the conditions of said mortgage having been broken.

\$5,000.00 in cash, certified or bank check required to bid. Other terms to be announced at the sale.

SHECHTMAN HALPERIN  
SAVAGE, LLP  
1080 Main Street  
Pawtucket, Rhode Island  
Attorney for the present  
Holder of the Mortgage  
(6006341) (Williams)  
(12-13-12, 12-20-12,  
12-27-12) (294764)

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Journal

Publication: Providence Journal; Date: Jan 3, 2013; Section: Sports; Page: C6



# LEGALS

## Article - LEGAL NOTICE

Page 11 of 14

**MORTGAGEE'S SALE**

180 Whitford Ave  
Providence, RI  
Plat 116, Lot 0335

The premises described in the mortgage will be sold subject to all encumbrances and prior liens on January 24, 2013 at 4:00 p.m. on the premises, by virtue of the power of sale contained in a mortgage by Ronald E. Clary and Andrea L. Clary dated April 16, 2007 and recorded in the Providence Land Evidence Records in Book 8632, Page 328, the conditions of said mortgage having been broken.

\$5,000.00 in cash, certified or bank check is required to bid. Other terms will be announced at the sale.

HARMON LAW OFFICES,

P.C.

Attorney for the Holder  
of the Mortgage  
150 California Street  
Newton, MA 02458  
(617) 558-0500  
201111-0383 - GRY

**MORTGAGEE'S SALE**

30 Orchard Street  
East Providence, RI  
Plat 106, Lot 012

The premises described in the mortgage will be sold subject to all encumbrances and prior liens on January 24, 2013 at 1:00 p.m. on the premises, by virtue of the power of sale contained in a mortgage by Laurie A. Daly dated December 14, 2007 and recorded in the East Providence Land Evidence Records in Book 2918, Page 19, the conditions of said mortgage having been broken.

\$5,000.00 in cash, certified or bank check is required to bid. Other terms will be announced at the sale.

HARMON LAW OFFICES,

P.C.

Attorney for the Holder  
of the Mortgage  
150 California Street  
Newton, MA 02458  
(617) 558-0500  
201111-0383 - GRY

**NOTICE OF**

**MORTGAGEE'S SALE**  
65 Lauren Court Cranston,  
Rhode Island Assessor's  
Plat 28 Lot 105

Will be sold, subject to any and all prior liens and encumbrances, at public auction on January 17, 2013 at 2:00 p.m. Local Time, on the premises by virtue of the Power of Sale contained in the certain Mortgage Deed made and executed by Nabil Rashid dated March 30, 2009 and recorded in Book 4028 at Page 63, et seq. with the Records of Land Evidence of the City of Cranston, County of Providence, State of Rhode Island, the conditions of said Mortgage Deed having been broken.

FIVE THOUSAND DOL-  
LARS (\$5,000.00) down pay-  
ment in cash, bank check or  
certified check at time of sale;  
other terms will be announced  
at time of sale.

Marinosci Law Group, P.C.  
1350 Division Road,

Suite 301

West Warwick, RI 02893  
Attorney for the present  
Holder of the Mortgage  
MLG File# 12-07223FC  
A-4334232 12/27/2012,  
01/03/2013, 01/10/2013

**MORTGAGEE'S SALE**

118 Gallatin Street  
Providence, RI  
Plat 52, Lot 277

The premises described in the mortgage will be sold subject to all encumbrances and prior liens on January 10, 2013 at 11:00 a.m. on the premises, by virtue of the power of sale contained in a mortgage by Wayne G. Holland aka Wayne Holland and Cledia D. Holland dated November 27, 2009 and recorded in the Providence Land Evidence Records in Book 9603, Page 307, as affected by a Judgment recorded with said Records in Book 10406, Page 277, the conditions of said mortgage having been broken.

\$5,000.00 in cash, certified

Publication: Providence Journal; Date: Jan 10, 2013; Section: Sports; Page: C7

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# **LEGALS**

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## Article - LEGALS

Page 7 of 14

44 Noyes Avenue  
and, 40 Noyes Avenue,  
Providence, RI 02907

The property described in the mortgage listed below will be sold, subject to all encumbrances, prior liens and such matters which may constitute valid liens or encumbrances after sale, at public auction on January 31, 2013 at 01:00PM on the premises by virtue of the Power of Sale contained in a Mortgage made by Lawrence D. Downes and Olga B. Downes dated January 11, 2008, and recorded in Book 8975, Page 99 et seq. with the Land Evidence Records of the City/Town of Providence, RI, the conditions of said mortgage having been broken.

A deposit of \$10,000.00 via certified check or bank check will be required to be delivered at the time and place of sale in order to bid. The successful bidder will be required to execute the mortgage holder's form of Memorandum of Sale immediately after the close of bidding. Other terms and conditions will be announced at the sale.

**MICHENZIE & SAWIN,  
LLC.**

Attorneys for Holder  
of the Mortgage  
745 Boylston Street,  
Boston, MA 02116

**NOTICE OF  
MORTGAGEE'S SALE**

59 Veazie Street,  
Providence, Rhode Island  
Assessor's Plat 123  
Lots 9 & 10

Will be sold, subject to any and all prior liens and encumbrances, at public auction on January 17, 2013 at 1:00PM Local Time, on the premises by virtue of the Power of Sale contained in the certain Mortgage Deed made and executed by Robert J. Plumer and Jessica Plumer, dated March 19, 2004 and recorded in Book 6419 at Page 194, et seq. with

Durand Respondent is indebted to it in the sum of \$3,001.74 besides interest, according to account filed with said petition, for materials furnished, and work and labor performed by said Petitioner in the construction, erection and reparation of a certain building, belonging to said Respondent situated in Town of Harrisville, County of Providence, State of Rhode Island upon that lot of land owned by the said Respondent in fee simple, bounded and described as follows, to wit:

527 Smith Hill Road,  
Harrisville, RI 02830

Lot 2 on Assessor's Plat 182  
claiming a lien for said amount, with interest and costs, and praying that said lien may be enforced against said land and building and against the right, title and interest that said Gail M. Durand as the owner thereof, had in and to the same at the time said petitioner's lien accrued thereon, and attached thereto, and that the same may be sold to satisfy said claim of the petitioner, and all other accounts and demands for which the same is pledged and liable by title 34, Chapter 28 of the General Laws, of 1956 and the amendments thereto.

Notice is hereby given to all persons having a lien by virtue of said title and chapter of the General Laws, and the amendments thereto, or a mortgage, or an attachment, or any other claim on all or any part of said property, respond, if they shall see fit, before our Superior Court, at Providence within the County of Providence on the 31st day of January, 2013 and make out their demands against the same.

Susan M. Diggins, Esq.  
Supervisory Clerk

**NOTICE OF  
MORTGAGEE'S SALE**

65 Lauren Court Cranston,

fied or bank check required to bid. Other terms will be announced at the sale.

**PARTRIDGE SNOW**

& HAHN LLP

Attorneys for the Mortgagee  
180 South Main Street  
Providence,  
Rhode Island 02903

(401) 861-8200

At the above time and place, this sale was postponed and continued to January 25, 2013, at 1:00 p.m., local time, on the Premises.

**PARTRIDGE SNOW**

& HAHN LLP

Attorneys for the Mortgagee  
180 South Main Street  
Providence,  
Rhode Island 02903

(401) 861-8200

**MORTGAGEE'S SALE**

363 Church Street Pascoag  
(Burrillville), RI

The premises described in the mortgage will be sold subject to all encumbrances and prior liens on January 31, 2013 at 1:00 p.m. on the premises, by virtue of the power of sale contained in a mortgage by Michael S. Sawka, Sr. and Bridget E. Sawka dated December 10, 2008 and recorded in the Pascoag (Burrillville) Land Evidence Records in Book 661, Page 221, the conditions of said mortgage having been broken.

\$5,000.00 in cash, certified or bank check is required to bid. Other terms will be announced at the sale.

**HARMON LAW OFFICES,  
P.C.**

Attorney for the Holder  
of the Mortgage  
150 California Street  
Newton, MA 02458  
(617) 558-0500  
201206-0065 - ORE

**NOTICE OF  
MORTGAGEE'S SALE**

208 Wilbur Avenue

the Records of Land Evidence of the City of Providence, County of Providence, State of Rhode Island, the conditions of said Mortgage Deed having been broken.

FIVE THOUSAND DOL-  
LARS (\$5,000.00) down pay-  
ment in cash, bank check or  
certified check at the time of  
sale; other terms will be an-  
nounced at time of sale.

Marinosci Law Group, P.C.,  
1350 Division Road,  
Suite 301,  
West Warwick, RI 02893  
Attorney for the present  
Holder of the Mortgage  
MLG File #12-10713FC,  
1005157,  
12/27, 1/3, 01/10/2013

**MORTGAGEE'S SALE  
ASSESSOR'S PLAT #28  
AND LOT #1030**

16 Albro Street  
Providence, Rhode Island

The premises described in the mortgage will be sold subject to all encumbrances and prior liens on December 18, 2012 at 10:30 am on the premises by virtue of the Power of Sale in said mortgage made by Raymond Dicarlo dated October 6, 2003, and recorded in Book 6141 at Page 90, et seq. of the Providence Land Evidence Records, the conditions of said mortgage having been broken:

\$5,000.00 in cash, bank check or certified check at time of sale is required to bid; other terms will be announced at time of sale.

Bennett & McHugh, P.C.  
270 Farmington Avenue,  
Ste. 151

Farmington, CT 06032  
Attorney for the present  
Holder of the Mortgage

AT THE ABOVE TIME  
AND PLACE, THE SALE  
WAS CONTINUED TO  
JANUARY 18, 2013 AT 1:30  
P.M. LOCAL TIME ON THE  
PREMISES.

**Rhode Island Assessor's  
Plat 28 Lot 105**

Will be sold, subject to any and all prior liens and encumbrances, at public auction on January 17, 2013 at 2:00 p.m. Local Time, on the premises by virtue of the Power of Sale contained in the certain Mortgage Deed made and executed by Nabil Rashid dated March 30, 2009 and recorded in Book 4028 at Page 63, et seq. with the Records of Land Evidence of the City of Cranston, County of Providence, State of Rhode Island, the conditions of said Mortgage Deed having been broken.

FIVE THOUSAND DOL-  
LARS (\$5,000.00) down pay-  
ment in cash, bank check or  
certified check at time of sale; other terms will be announced at time of sale.

Marinosci Law Group, P.C.  
1350 Division Road,  
Suite 301  
West Warwick, RI 02893  
Attorney for the present  
Holder of the Mortgage  
MLG File # 12-07223FC  
A-4334232 12/27/2012,  
01/03/2013, 01/10/2013

**MORTGAGEE'S SALE**

46 Harris Avenue  
Cranston, RI  
Plat 7, Lot 717

The premises described in the mortgage will be sold subject to all encumbrances and prior liens on January 18, 2013 at 3:00 p.m. on the premises, by virtue of the power of sale contained in a mortgage by Robert J. Amato and Dorothea Amato dated September 6, 2006 and recorded in the Cranston Land Evidence Records in Book 3469, Page 206, the conditions of said mortgage having been broken.

\$5,000.00 in cash, certified or bank check is required to bid. Other terms will be announced at the sale.

HARMON LAW OFFICES,

**Cranston, Rhode Island**

The premises described in the mortgage will be sold, subject to all encumbrances, prior liens and such matters which may constitute valid liens or encumbrances after sale, at public auction on January 24, 2013 at 11:00 A.M., on the premises by virtue of the power of sale in said mortgage made by Lee B. Goldberger and Melissa Menard-Goldberger, dated April 6, 2006, and recorded in the Cranston, RI Land Evidence Records in Book 3328 at Page 211, the conditions of said mortgage having been broken.

\$5,000.00 in cash, certified or bank check required to bid. Other terms to be announced at the sale.

SHECHTMAN HALPERIN  
SAVAGE, LLP  
1080 Main Street  
Pawtucket, Rhode Island  
Attorney for the present  
Holder of the Mortgage  
(5500244) (Goldberger)  
(01-03-13, 01-10-13,  
01-17-13) (295219)

**MORTGAGEE'S SALE**

3 Amanda Street  
Cranston, RI  
Plat 18, Lot 1319

The premises described in the mortgage will be sold subject to all encumbrances and prior liens on January 18, 2013 at 3:00 p.m. on the premises, by virtue of the power of sale contained in a mortgage by Louis A. Tomaselli Jr. and Nicole Lee Pard dated April 20, 2006 and recorded in the Cranston Land Evidence Records in Book 3342, Page 119, the conditions of said mortgage having been broken.

\$5,000.00 in cash, certified or bank check is required to bid. Other terms will be announced at the sale.

HARMON LAW OFFICES,